



INVITATION TO TENDER (ITT)

Contract for Penryn Town Council and Place Shaping Board – Proposal for the Rejuvenation of Commercial Road, Penryn

Background Information, Instructions and Conditions of Tender

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1. About the Council

1.1. The Council

- 1.1.1. Penryn Town Council (The Council), as the legal entity, is the contracting authority for this contract and is advised by the Penryn Place Shaping Board who will be the day to day contact for this project.
- 1.1.2. The Council has established a Place Shaping Board that is set up in partnership of board members and Cornwall Council and will support locally led long term development and locally delivered services.
- 1.1.3. The winning contractor will liaise more with the Place Shaping Board.

2. About the Tender

2.1. The Tender

- 2.1.1. Penryn Town Council is inviting Tenders for the provision of consultancy services to undertake a 'Rejuvenation of Commercial Road' Project for the revitalisation of Commercial Road. Community Engagement, Sustainability and the Environment are guiding principles at the heart of this work and through stakeholder and community engagement will provide a "bid ready" project to be able to apply for future Town Deal or other Government funds.
- 2.1.2. Fundamental to this study is the engagement of stakeholders and the wider Penryn community to establish core principles and requirements for the town's future improvement and growth.
- 2.1.3. The Council is seeking completion of the commission by the end of September 2022 an interim report in June 2022.
- 2.1.4. A detailed tender brief and relevant appendices is included within this suite of documents.
- 2.1.5. The value of this contract is £40,000.

2.2. Contract Period

- 2.2.1. It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. The contract period is for six months with the option to extend for a further three months. The anticipated start date is May 2022 with completion expected by 30 September 2022.

2.3. Insurance Levels

2.3.1. Employer's Liability Insurance

The Council's minimum requirement for Employer's Liability Insurance is £5 Million.

2.3.2. Professional Indemnity Insurance

The Council's minimum requirement for Professional Indemnity Insurance is £2 Million

2.3.3. Public Liability Insurance

The Council's minimum requirement for Public Liability Insurance is £5 Million

2.A About the Procurement Process

2.4. Procurement Procedure

- 2.4.1. The Council is issuing this Invitation to Tender (ITT) and is inviting Bids from Applicants in response to the published advertisement and in line with the Council's Financial Regulations and Contract Procedure Rules.

2.5. Instructions for Completion

- 2.5.1. All responses must be written in English and costs submitted are to be presented in Pounds Sterling, exclusive of VAT, but inclusive of all other costs where not stated in the Pricing Document.
- 2.5.2. Any information relating to the Council and supplied by the Council shall be kept by the Applicant in strictest confidence.
- 2.5.3. Applicants are advised that the Council is not bound to accept the lowest tender submitted, nor to reimburse any expense incurred during the process.

2.6. Clarification Process

- 2.6.1. All clarification enquiries should be directed to the Authorised Representative shown below and by no later than the date indicated in the Procurement Timetable detailed elsewhere in this document.

2.7. Council Representatives

Council Authorised Representatives contact details:

Name: Helen Perry

Title: Town Clerk

Email: helen.perry@penryn-tc.gov.uk

2.8. Format of Response / Submission

- 2.8.1. The Council requires two hard copy reports on A4 (printed) and one copy submitted electronically by email. The content of the written and electronic copies must be identical, in the case of any discrepancies the electronic copy shall prevail.
- 2.8.2. Hard copy submission must be returned to the Council at the address below, either by post or by hand by the submission deadline.
- Penryn Town Council
The Library
St Thomas Street
Penryn
TR10 8JN
- 2.8.3. When submitting the hard copy, it must be sealed in a plain envelope/parcel with 'Tender Documents' and the tender reference number written in the title. Any such envelope or parcel shall not bear any name or any other mark by which the tenderer can be identified.
- 2.8.4. The Council does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 2.8.5. Electronic responses must be delivered by no later than the time and date stated and submitted to helen.perry@penryn-tc.gov.uk

2.9. Validity Period

- 2.9.1. The Tender response must remain valid for acceptance for period of 180 days from the return date.

2.10. Procurement Timetable

2.10.1. This procurement will follow a clear, structured and transparent process to ensure that all Applicants are treated equally. The key dates for this procurement are anticipated to be as follows:

Procurement Stage	Dates
Publication of advertisement	01/03/2022
Documents issued / available to Applicants	01/03/2022
Latest date for Clarification questions to be submitted by	14/03/2022
Clarification responses to be issued by	21/03/2022
Deadline for Return of Tenders	31/03/2022
Tender Evaluation	01/04/2022 to 14/04/2022
Notification to Applicants	19/04/2022
Voluntary Standstill	20/04/2022 to 02/05/2022
Contract start	May 2022

2.10.2. The Council reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

2.11. Evaluation Approach

2.11.1. Bids will be evaluated in two parts:

- Financial / Cost – 30%
- Qualitative – 70%

2.12. Scoring Guidelines

2.12.1. Responses to the tender shall be scored using the marking system described within this section. All scored questions shall be evaluated in accordance with the guidelines on the following page.

Scoring Matrix for Quality Criteria

Score	Judgement	Interpretation
5	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services. Full evidence provided where required to support the response.
4	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services. Majority evidence provided to support the response.
3	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services, with some evidence to support the response.
2	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services, with little or no evidence to support the response.
1	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills resource and/or quality measures required to provide the services, with little or no evidence to support the response.
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the services, with little or no evidence to support the response.

2.13. Commercial / Price Evaluation

2.13.1. The Pricing Document contains the details and requirements relating to the price element of this Tender. The Applicant must return as much information as possible in their response.

- 2.13.2. The pricing must include and allow for everything that might be required under the contract, whether collection, delivery, labour, specified materials and equipment, clothing, transport, insurance, fuel, travel and subsistence, training, marketing, contact management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party charges or whatever. All prices and rates must be quoted in pounds sterling.

3. Conditions of Tender

3.1. Council's Warranties and Disclaimers

- 3.1.1. Whilst the information in this document has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty with respect to the information contained in the document or with respect to any written or oral information made or to be made available to any Applicant or its professional advisors.
- 3.1.2. Each Applicant must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.
- 3.1.3. This document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded the Applicant to bid or enter into any other contractual agreement. Under no circumstances shall the Council be liable to an Applicant in respect of any costs incurred by an Applicant (whether directly or otherwise) in relation to the preparation or submission of an offer.

3.2. Bribery Act

- 3.2.1. The Bribery Act 2010 requires Public Bodies to ensure that they have procedures in place to prevent bribery by persons associated with them. As part of this responsibility all Applicants should make themselves aware of the obligations set out at <http://www.justice.gov.uk/legislation/bribery>

3.3. Public Services (Social Value) Act

- 3.3.1. The Public Services (Social Value) Act 2012 brings in a statutory requirement for public authorities to have regard to economic, social and environmental well-being in connection with public services contracts in a way that is relevant to the subject matter of the contract and compliant with the Public Contracts Regulations 2015. Applicants must note that they may be asked to comply with particular requirements based around such considerations as part of the selection and/or award process.

3.4. Freedom of Information Act 2000 and Environmental Information Regulations 2004 and Data Protection Act 2018

- 3.4.1. The Council is subject to the provisions of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). This provides that anyone can ask the Council for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which 20 an Applicant has provided in respect of this procurement and may provide in future to the contracting authorities will be subject to the FOIA or EIR.
- 3.4.2. In the absence of special circumstances, any part of the procurement documentation may be regarded as not subject to any exemptions, and therefore capable of being disclosed under the FOIA or EIR.
- 3.4.3. In respect of any completed Bid, where the Council is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Applicant considers that any of the information contained in its Bid is subject to any exemption, this shall be stated in the submitted Bid at Volume Two (2) Applicant's Offer and Schedule 3 Price Schedule with an explanation setting out what exemption it considers applicable and the reasons for it. The Council may have regard to this explanation when considering its response to FOIA requests.
- 3.4.4. The attention of Applicants is drawn to Section 43 of the Freedom of Information Act Guidance (<http://www.ico.gov.uk/fororganisations/guidanceindex/freedomofinformationandenvironmentinformation.aspx>) which provides that information may be exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Council). Applicants are further advised that, if the Council considers this exemption applies, it will then be necessary for the Council to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

3.5. Transparency in Local Government

- 3.5.1. As part of the transparency agenda, the Government has made the following commitments for procurement and contracting.
- 3.5.2. Local authorities must publish details of any contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000.

3.6. GDPR and Data Protection Act 2018

- 3.6.1. The Applicant and Council shall comply with the provisions of the EU General Data Protection Regulation (GDPR) and the DPA 2018 where it 21 applies regarding any contract resulting from this procurement procedure.

3.7. Late Payment Directive 2015

- 3.7.1. The Council must maintain compliance with the following legislation:
- Late Payment of Commercial Debts (Interest) Act 1998
 - Late Payment of Commercial Debts Regulations 2002
 - Late Payment of Commercial Debts Regulations 2013
- 3.7.2. The latter set of Regulations implements an EU Directive on late payment (Directive 2011/7/ EU). In line with this directive, the Council requires that all contracted suppliers pay their sub-contractors within 30 days.

3.8. Study of Document

- 3.8.1. Documents issued by the Council to a prospective Applicant must not be passed on to a third party without the express permission of the Council.
- 3.8.2. The Applicant's price shall cover all obligations under the Contract and Applicants shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Bid.
- 3.8.3. The Applicant is responsible for all costs, expenses and liabilities incurred by the Applicant in connection with preparing its Bid.

3.9. Discrepancies, Omissions and Enquiries concerning the Documents

- 3.9.1. Should the Applicant find discrepancies in, or omissions from, the procurement documents, the Council shall be immediately notified by the Applicant.

- 3.9.2. Should any additions or deletions arising from such notification, or in the event that the Council requires an amendment to be made, these will be issued by the Council to all Applicants and will be deemed to form part of the documentation.
- 3.9.3. The Council reserves the right to extend any date of submission accordingly.

3.10. Terms and Conditions

- 3.10.1. The applicable terms and conditions accompany this tender. Applicants will be required to declare that they have read and understood and will comply with said clauses as part of the submission process.
- 3.10.2. Any queries regarding the terms and conditions, including an Applicant's request to suggest alternative drafting on some or all of the clauses contained therein, may be raised during the clarification period and in accordance with the Clarification Process. The Council requests that Applicants' comments, queries and/or suggestions are clear and precise, otherwise they may be rejected.
- 3.10.3. Where the Council is in agreement with any changes to the terms and conditions proposed during that period it will update and republish the relevant documentation and all Applicants will be notified accordingly. The Council reserves the right to extend the submission deadline date in order to allow Applicants sufficient time to take these changes into account. Where the Council is not in agreement with any changes those proposals shall have been judged to have been rejected and the Council shall provide an explanation to the Applicants as to the reason/s why it has been judged so.
- 3.10.4. When the period for clarification has closed Applicants shall no longer be allowed to raise any further queries regarding the terms and conditions and the Applicant shall not be permitted to reserve their right to comment or negotiate upon the terms and conditions at any point thereafter.
- 3.10.5. Applicants are required to agree to the terms and conditions associated with this procurement opportunity as part of the submission process and the Council reserves its right to class any Bid submitted to the contrary as non-compliant. All such Applicants shall be judged to have failed with their submitted Bids, shall be evaluated no further and notified accordingly.
- 3.10.6. The Contractor(s) shall accept the terms and conditions as they are drafted in the final Contract. No further negotiation shall take place nor changes allowed. Where a Contractor disputes this position the Council reserves the right to withdraw the Contract award and class the submission as noncompliant.

3.11. Clarification and Circular Advice

- 3.11.1. Upon commencement of the procurement process the Applicant shall not approach any member of the Council in relation to the opportunity, other than by using the agreed contact email.
- 3.11.2. Applicants should note that unless your question is innovation based, responses will be provided to all Applicants. Where a question is of a commercially confidential nature and the Applicant does not wish it or the associated answer to be shared with other Applicants, the Applicant shall state this clearly within its question. The identity of Applicants raising any questions will remain confidential.
- 3.11.3. Relevant questions together with the answers will be posted on Contracts Finder and it will be the requirement for the Applicant to check any updates.
- 3.11.4. When Applicants first access the procurement documentation they should satisfy themselves that they have seen any messages posted. It is in the Applicant's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.

3.12. Applicant Site Visits

- 3.12.1 The Applicant may visit the Town prior to completing its offer to ensure that it is fully familiar with Commercial Road and other locations, where relevant. The information in the attached schedules is given as an indication of the general requirements of the Contract. Claims on the grounds of lack of knowledge of site locations/conditions will not be accepted by the Council.

3.13. Return of Document/s

- 3.13.1. Applicants will not submit their Bids directly to any named person(s) within the Council.
- 3.13.2. It is the Applicant's responsibility to ensure that its Bid is submitted prior to the deadline date/time.
- 3.13.3. Submission of the reports must be received in advance of the deadline in order to qualify as timely offers. As such, Applicants are urged to make their submission well in advance of the stated deadline in order to avoid such issues as technical difficulties with the electronic system that may be due to the high volume of traffic attempting to submit offers, for example.
- 3.13.4. Submissions made after the date and time specified on the documents or to a different address, electronically or otherwise, will not be considered under any circumstances.

3.14. Applicant's Warranties

3.14.1. In submitting their Bid the Applicant warrants and represents and undertakes to the Council that it has not done any of the acts or matters referred to in Regulation 57 of the Public Contracts Regulations 2015 and has complied in all respects with the requirements;

- It has full power and Council to enter into the Contract and provide the supplies/works or services will be requested produce evident of such to the Council;
- It is of sound financial standing and the Applicant and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Applicant submitted to the Council) which may adversely affect such financial standing in the future.

3.15. Evaluation of Bids

3.15.1. All Bids will be treated equally and assessed with transparency throughout the evaluation process. The successful offer will be that which achieves the highest score within a best value framework.

3.15.2. The evaluation process is a critical part of the procurement process and is the means by which the Council is able to assess to whom the Council wishes to select to progress to the next stage of this procurement process and award the Contract.

3.15.3. The information disclosed by Applicants in its Bid will be used for the purposes of evaluation and shall form part of the resultant Contract. The Council's evaluation will consist of two (2) distinct stages: Financial (30%) and Qualitative (70%).

3.15.4. Any responses to any part of your Bid that are later found to be incorrect may lead to you being exempted from this procurement process or any future procurement process lead by the Council and could cause the termination of any resultant Contract.

3.16. Applicants Price

3.16.1. The price offered by the Applicant shall be firm and fixed for the duration of the Contract. Any percentage discounts that may be applied must be detailed by the Applicant in its Bid. Price variation during the Contract term will be by negotiation only via formal performance review meetings. Any price variations will not take effect until they have been mutually agreed by both Council and Applicant and the former receives confirmation in writing from the latter.

3.16.2. All prices submitted shall be in pounds sterling and shall be exclusive of Value Added Tax (VAT).

3.17. Errors and Omissions in the Applicant's Bid

3.17.1. If the Council discovers errors or omissions in the Bid, the Applicant may be required to justify the price or item(s) concerned. Any price adjustments to the Bid made by agreement between the parties concerned shall be confirmed in writing by the Applicant to the Council before final acceptance of the Bid.

3.18. Abnormally Low Bids

3.18.1. In the event that the Council receives a Bid which is abnormally low, in accordance with Regulation 69 of the Public Contracts Regulations 2015, it shall require the Applicant to explain in writing the price or cost proposed in the submission. The Council shall assess the information provided by the Applicant and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

3.19. Rejection of Offers

3.19.1. The Council may at its absolute discretion refrain from considering or reject a Bid if:

- (i) it is incomplete or vague or is submitted later than the prescribed date and time; or
- (ii) is in breach of any condition contained within it.

3.19.2. The Council reserves the right, subject to relevant legislation, at any time to reject any Bid and / or terminate the procurement process with one or all of the Applicants.

3.19.3. Any submission in respect of which the Applicant:

- has directly or indirectly canvassed any Official, Member, Officer, Agent or Advisor of the Council or obtained information from any other person who has been contracted to supply Supplies or provide the Service of Works to the Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Official, Member, Officer, Agent or Advisor concerning any other Applicant; or
- fixes or adjusts the prices by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Council, the price or approximate price except where such disclosure is made in confidence in order to obtain quotations necessary for the bid preparation or for the purposes of insurance or financing; or

- enters into any agreement with any other person that such other person shall refrain from submitting an offer or shall limit or restrict the prices to be shown or referred to by another Applicant; or
- offers to agree to pay to any person having direct connection with the procurement process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Applicant or any other person's proposal, any act or omission;

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by an Applicant may attract.

3.20. Acceptance of Offers

3.20.1. The Council does not bind itself to accept the lowest or any Bid, and reserves the right to accept a Bid either in whole or in part, or such item or items specified in the procurement documents, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as bid for separately, or to make no award at all.

3.21. Award of Contract

3.21.1. Submitted documents shall constitute an irrevocable offer to provide the Supplies/Works or Services. Any acceptance of it by the Council shall be communicated in writing to the Applicant. Upon such acceptance the Contract shall become binding on all parties.

3.21.2. The successful Applicant shall conclude a formal Contract with the Council, which shall embody the Applicant's offer. No Applicant may consider itself successful unless and until a formal Contract has been signed by a Duly Authorised Officer of the Council and co-signed by the Applicant's Authorised Officer.

3.21.3. The offer shall remain open for acceptance for a period of six (6) months from the closing date for the receipt of submission.